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Attorneys for Plaintiffs ANGELA SACCHI and ROBERT SACCHI

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

ANGELA SACCHI, an individual; and  
ROBERT SACCHI, an individual,

Plaintiffs,

vs.

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., a  
Delaware corporation, as nominee for  
AMERICAN HOME MORTGAGE  
CORPORATION d/b/a AMERICAN  
BROKERS CONDUIT; AMERICAN  
HOME MORTGAGE SERVICING,  
INC., a Delaware corporation;  
AMERICAN HOME MORTGAGE  
CORPORATION d/b/a AMERICAN  
BROKERS CONDUIT, a New York  
corporation; RESIDENTIAL CREDIT  
SOLUTIONS, INC., a Delaware  
corporation; FIDELITY NATIONAL  
TITLE COMPANY d/b/a DEFAULT  
RESOLUTION NETWORK, a  
California corporation; DEFAULT

Case No.: CV 11-01658 AHM (CWx)

*[Assigned to the Honorable  
A. Howard Matz, Courtroom 14]*

**DECLARATION OF ANGELA  
SACCHI IN SUPPORT OF EX  
PARTE APPLICATION FOR A  
TEMPORARY RESTRAINING  
ORDER AND ORDER TO SHOW  
CAUSE RE: PRELIMINARY  
INJUNCTION**

Action Filed: January 21, 2011  
Action Removed: February 24, 2011  
Trial Date: None Set

1 RESOLUTION NETWORK, an  
2 unknown entity; POWER DEFAULT  
3 SERVICES, Inc., a Texas Corporation;  
4 LANDAMERICA  
5 COMMONWEALTH, an entity of  
6 unknown form; and DOES 1 to 1000,  
7 inclusive,

8  
9 Defendants.

10 I, Angela Sacchi, hereby declare:

11 1. I am over the age of 18 and a party to this Action. The facts contained  
12 in this Declaration are within my personal knowledge and I could and would testify  
13 to these facts if called as a witness to do so.

14 2. Attached as **Exhibit A** to the Complaint is a true and correct copy of a  
15 Quitclaim Deed dated July 3, 2007, and recorded July 25, 2007.

16 3. Attached as **Exhibit B** to the Complaint is a true and correct copy of  
17 the Adjustable Rate Note dated July 16, 2007. The note was in the original  
18 principal sum of \$825,000.00, payable with interest as provided in the Note.

19 4. Attached as **Exhibit C** to the Complaint is a true and correct copy of  
20 the Deed of Trust dated July 16, 2007, and recorded July 25, 2007.

21 5. Attached as **Exhibit D** to the Complaint is a true and correct copy of  
22 the Substitution of Trustee dated November 17, 2010.

23 6. Attached as **Exhibit E** to the Complaint is a true and correct copy of  
24 the Notice of Trustee's Sale dated January 3, 2010.

25 7. Attached as **Exhibit F** to the Complaint is a true and correct copy of  
26 the Notice of Default and Election to Sell under Deed of Trust dated and recorded  
27 on August 9, 2010.

28 8. Around May of 2010, my husband and I began experiencing financial  
hardship and fell behind on our mortgage payments for the first time. At that time,

1 we were approached by U.S. Loan Auditors and My U.S. Legal Services, Inc.  
2 (collectively, "USLA"). We were told by USLA that if we paid USLA \$8,000 plus  
3 \$1,400 a month that USLA would force Plaintiffs' lender to grant relief in the form  
4 of a principal reduction and/or loan modification. We paid USLA \$8,000 and  
5 authorized USLA to withdraw \$1,400 a month from our bank account. Around  
6 this same time, we were contacted by a "Jay Severs" who purportedly worked for  
7 American Home Mortgage Servicing, Inc. ("AHMSI"). Mr. Severs explained that  
8 he could help us and possibly get the principal balance of our loan reduced. We  
9 told Mr. Severs that we had hired USLA to negotiate with AHMSI and provided  
10 USLA's information to Mr. Severs. We never heard from AHMSI again.

11 9. After 4 months of paying \$1,400 a month to USLA, we received no  
12 return phone calls, no contact and no results, so we stopped paying USLA. During  
13 this period of time, we were unable to pay our mortgage. We later learned that  
14 USLA filed for bankruptcy. We received a document indicating that we could  
15 make a claim against USLA in bankruptcy court for the fees we paid.

16 10. Soon after, we received the Notice of Default described above.  
17 Before we received this Notice of Default, none of the defendants made any effort  
18 to contact us for purposes of assessing our financial situation and explore options  
19 for us to avoid foreclosure.

20 11. On or about November 17, 2010, Jeffrey Gideon, on behalf of RCS,  
21 signed a Substitution of Trustee purporting to substitute Fidelity National Title  
22 Company dba Default Resolution Network in as the new trustee under the Deed of  
23 Trust. Furthermore, on or about December 22, 2010, Jeffrey Gideon had signed  
24 the Substitution of Trustee on behalf of RCS, signed, on behalf of Mortgage  
25 Electronic Registration Systems, Inc. ("MERS") this time, an Assignment of Deed  
26 of Trust wherein defendant MERS assigned its rights to the Deed of Trust and  
27 Note underlying our loan to RCS. The Assignment of Deed of Trust was also  
28

1 recorded on January 6, 2011. A true and correct copy of the Assignment of Deed  
2 of Trust is attached as **Exhibit G**.

3 12. Finally, on or about January 14, 2011, we attempted to contact  
4 AHMSI but to no avail. We were informed that we would have to communicate  
5 with Residential Credit Solutions ("RCS"). We had no idea who owned the Note  
6 underlying our mortgage or who to communicate with. We eventually got a hold  
7 of RCS. Our contact with RCS was brief and very terse. We spoke with one of  
8 RCS's representatives, "Junie," who was very rude, not helpful and explained to us  
9 that there was nothing that RCS could do, that only the "lender" or "investor"  
10 could modify the loan, and that RCS had no power to do so. We were never  
11 provided with information as to who the mysterious "investor" was.

12 13. We now face a looming foreclosure sale, scheduled for March 28,  
13 2011, after attempting in good faith to meet with the lender to assess our financial  
14 situation.

15 I declare under penalty of perjury under the laws of the United States that  
16 the foregoing is true and correct.

17  
18 Dated: March 25, 2011

  
Angela Sacchi 

## **EXHIBIT G**

Branch :F01,User :A137

Commence...

Station Id :NGAJ

RECORDER MEMO: This COPY is NOT an OFFICIAL RECORD.

Recording Requested By  
ServiceLink

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Residential Credit Solutions  
350 South Grand Avenue, 47th Floor  
Los Angeles, CA 90071

Space above this line for recorder's use only  
Trustee Sale No.10-09908-6. Loan No. 2000177353 Title Order No. 542300

**ASSIGNMENT OF DEED OF TRUST**

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to RESIDENTIAL CREDIT SOLUTIONS, INC. all beneficial interest under that certain Deed of Trust dated as of July 16, 2007 executed by ANGELA SACCHI and ROBERT SACCHI, Wife and Husband as Joint Tenants, as Trustor; to LANDAMERICA COMMONWEALTH, as Trustee; and Recorded on July 25, 2007 with recorder's reference 20071753960 of official records in the Office of the Recorder of Los Angeles County, California.

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property described therein.

DATE: 12-22-10

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC

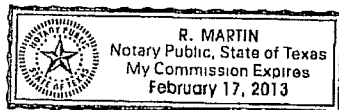
By: Jeffrey W. GideonSTATE OF: TEXASCOUNTY OF: TARRANT

On 12-22-10 before me, R. Martin, Notary Public, personally appeared Jeffrey W. Gideon who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature



RECORDER MEMO: This COPY is NOT an OFFICIAL RECORD.